

**CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**PUBLIC SAFETY  
ROOFING PROJECT  
PS-2015-400**



City of Des Peres  
Department of Public Works  
12325 Manchester Road  
Des Peres, MO 63131

March 2015

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**INVITATION FOR BIDS**

Sealed bids for the Public Safety Roofing Project will be received by the City of Des Peres, City Clerk's Office, until 2:00 P.M., on Wednesday, April 22, 2015. The bids will then be publicly opened and read aloud at 2:05 PM in Council Chambers, City Hall, 12325 Manchester Rd, Des Peres MO 63131. Two copies of the bid must be submitted in a sealed envelope with the project name, date, and time of opening clearly written on the envelope.

The Scope of Work includes the removal and disposal of the existing shingles and roofing matter, followed by the replacement of all asphalt shingles, roofing tar paper, membranes, metal flashings, and ridge vent. All work will take place at the Des Peres Public Safety Building, located at 1000 N. Ballas Road.

Bid packages will be available Thursday, April 2, 2015 from the Des Peres City Clerk, or they can be downloaded at <http://www.desperesmo.org/bids.aspx>

Not less than the prevailing hourly rate of wages shall be paid to all workers performing under this Contract in this area according to the rates determined by the Department of Labor and Industrial Relations of the State of Missouri.

A bid security in the amount of ten percent (10%) of the bid amount must accompany each bid in accordance with the Instructions to Bidders.

The City reserves the right to accept or reject any bid and to waive any irregularities in the best interest of the City.

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## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1**

#### **DEFINITIONS**

1.1 Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consists of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, the Specifications, the Construction Schedule, all Addenda, and all Modifications.

1.2 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued prior to the execution of the City-Contractor Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The base bid is the sum stated in the bid for which the bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in alternate bids.

1.6 An alternate bid is an amount stated in the bid to be considered in place of the base bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A unit price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A bidder is a person or entity who submits a bid.

1.9 A sub-bidder is a person or entity who submits a bid to a bidder for materials or labor for a portion of the Work.

### **ARTICLE 2**

#### **BIDDER'S REPRESENTATIONS**

2.1 Each bidder by making his bid represents and warrants that:

2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.

2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.

2.1.3 His bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

### **ARTICLE 3**

#### **BIDDING DOCUMENTS**

##### **3.1 COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Each bidder shall use a complete set of Bidding Documents in preparing his bid.

##### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the City at least seven (7) days prior to the date for receipt of bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all bidders setting forth such clarification.

##### **3.3 SUBSTITUTIONS**

3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality which must be met by any proposed substitution.

3.3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or

equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

### **3.4 ADDENDA**

3.4.1 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than four (4) days prior to the date for receipt of bids, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

3.4.4 Prior to submitting his bid, each bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his bid.

## **ARTICLE 4**

### **BIDDING PROCEDURE**

#### **4.1 FORM AND STYLE OF BIDS**

4.1.1 Attached to the Contract Documents are a separate, complete set of Bid Forms to be signed and submitted as the Contractor's formal bid.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the make-up of the Bid Form, dollar amounts shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid.

4.1.5 Where two or more bids for designated portions of the Work have been requested, the bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of bids he so stipulates. The bidder shall make no additional stipulations on the bid form nor qualify his bid in any other manner.

4.1.6 Each copy of the bid shall include the legal name of the bidder and a statement that the bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy



shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

## **4.2 BID SECURITY**

4.2.1 Each bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the bidder and Surety company and payable to the City of Des Peres, Missouri, in the amount of not less than five percent (5%) of the base bid plus the greatest of the alternate bids. If the bidder fails to enter into a contract with the City on the terms stated in his bid, or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City will have the right to retain the Bid Bond of bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the performance bond has been furnished, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected. The Bid Bond of all bidders to whom an award is not being considered shall be returned promptly after the bid opening.

## **4.3 SUBMISSION OF BIDS**

4.3.1 Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form and 5% Bid Bond. Bidders shall also complete and submit the following:

1. a designation of the Work, item by item, including the related dollar amount and total dollar amount, to be performed by the bidder with his own forces;
2. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
3. Subcontractor Approval Form for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work;
4. Statement of Qualifications Form list of at least three (3) similar projects currently under contract and three (3) projects completed by the Contractor or listed Subcontractor with the last two (2) years;
5. Subcontractor/Vendor Questionnaire Form

4.3.2 All copies of the bid, the Bid Bond and any other documents required to be submitted with the bid shall be enclosed in a sealed envelope identified "SEALED BID ENCLOSED" on the face thereof. The envelope shall be addressed and delivered to the City Clerk, 12325 Manchester Road, Des Peres, MO 63131 and shall be identified with the project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the invitation to bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

4.3.4 The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

#### **4.4 MODIFICATION OR WITHDRAWAL OF BID**

4.4.1 A bid may not be modified, withdrawn or cancelled by the bidder within sixty (60) days following the time and date designated for the receipt of bids, and each bidder so agrees in submitting his bid.

4.4.2 Prior to the time and date designated for the receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or by telegram. If by telegram, written confirmation over the signature of the bidder shall be mailed and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.

4.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the bid as modified or resubmitted.

### **ARTICLE 5**

#### **CONSIDERATION OF BIDS**

##### **5.1 OPENING OF BIDS**

5.1.1 Unless stated otherwise in the Invitation to Bid, the properly identified bids received on time will be opened publicly and will be read aloud.

##### **5.2 REJECTION OF BIDS**

5.2.1 The City shall have the right to reject any or all bids, to reject a bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a bid which is in any way incomplete or irregular and to rebid the Work at a later date if all bids are rejected.

##### **5.3 ACCEPTANCE OF BID (AWARD)**

5.3.1 The City may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the City that the bidder has the proper qualifications to perform the Work in accordance with the Contract.

5.3.2 It is the intent of the City to award the Contract to the lowest and best responsive, responsible bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the City reserves the right to accept the bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The City shall have the right to waive any informality or irregularity in

any bid or bids received and to accept the bid or bids which, in its judgment, is in the City's own best interests.

5.3.3 The City shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted.

## **ARTICLE 6**

### **POST BID INFORMATION**

#### **6.1 SUBMITTALS**

6.1.1 The bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the Contract, the City will notify the bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the bidder pursuant to Subparagraph 4.3.1 above. If the City objects to any such proposed person or entity, the bidder may, at his option, (1) withdraw his bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

6.1.3 Persons and entities proposed by the bidder and to whom the City has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

## **ARTICLE 7**

### **AWARD OF CONTRACT**

7.1 Following receipt to the satisfaction of the City of all information required under Paragraph 6.1 above, the City shall mail to the successful bidder the Notice of Award of the Contract.

7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by subparagraph 10.1.3 of the General conditions. In the event the successful bidder fails to execute and deliver the Contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the City may, at its option, consider the bidder in default and award the Contract of another bidder, in which case the Bid Bond of the defaulting bidder shall be forfeited to the City.

**ARTICLE 8****PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND****8.1 BOND REQUIREMENTS**

8.1.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum in a penal sum not less than that prescribed by State or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the City. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments.

**8.2 TIME OF DELIVERY AND FORM OF BONDS**

8.2.1 The bidder shall deliver the required bonds to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a Letter of Intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bonds will be furnished.

8.2.2 The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

**ARTICLE 9****FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR****9.1 FORM TO BE USED**

9.1.1 Unless otherwise required in the Bidding Documents, the City-Contractor Agreement for the Work shall be in the form attached hereto.

**ARTICLE 10**

**BID FORM PROPOSAL**

BID TIME \_\_\_\_\_

BID DATE \_\_\_\_\_

TO: THE CITY OF DES PERES

The Bidder declares that he has had an opportunity to examine the site of the Work and he has examined the Contract Documents therefor, and that he has prepared his proposal upon the basis thereof, \_\_\_\_\_, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda \_\_ through \_\_, for

**PUBLIC SAFETY ROOFING PROJECT**

and being familiar with the local conditions affecting the Work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following Itemized Bid.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
(Print Address)

\_\_\_\_\_  
(Telephone Number)

(Seal - If bid by Corporation)

ITEMIZED BID FORM

**BASE BID**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Remove and Replace Roof	LS	1		

A dollar value unit cost must be filled in for each item indicated above. Any bid form that does not include a separate dollar value for each item will be deemed non-responsive and will not be considered. Any proposal that lists "not required", "\$0", or "no bid" in lieu of a dollar value will be deemed non-responsive and will not be considered.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

**SUBCONTRACTOR APPROVAL FORM**

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: \_\_\_\_\_

2. Address Bidder: \_\_\_\_\_

\_\_\_\_\_
City State Zip Phone

3. The above-named bidder intends to subcontract for materials, services, supplies, speciality contractors, etc., in the following fashion:

Table with 3 columns: Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing, Nature of Participation, \$ Value of Subcontractor. Includes four rows of blank lines for data entry.

A. Total of Above \_\_\_\_\_

B. Total Bid Amount \_\_\_\_\_

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) \_\_\_\_\_

The General Contractor shall perform 51% of the contract with his own company.

\_\_\_\_\_  
Name-Authorized Officer of Bidder

\_\_\_\_\_  
Signature-Officer of Bidder

\_\_\_\_\_  
Date

The City of Des Peres, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_\*(sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or any one interested in the proposed Contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Seal of Notary

\_\_\_\_\_  
Notary Public



**Statement of Qualifications**  
(To be submitted by the Bidder with Bid)

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Company Name \_\_\_\_\_ Phone Number and Fax \_\_\_\_\_
2. Permanent Main Office Address \_\_\_\_\_
3. When Organized \_\_\_\_\_ If a corporation, where incorporated \_\_\_\_\_
4. Years in business \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations \_\_\_\_\_

5. Contracts on hand (complete the following)

Project Name & Location	Project Owner's Name & Address	Owner's Representative Name, Title & Phone #	Contract Amount	% Complete

6. General character of work performed by your company \_\_\_\_\_
8. Have you ever failed to complete any work awarded to you? If so, why? \_\_\_\_\_

9. Have you ever defaulted on a contract? If so, why? \_\_\_\_\_

10. The following are the more important projects completed in the last two (2) years. Attach additional sheets if necessary.

Project Name & Location	Project Owner's Name & Address	Owner's Representative Name, Title & Phone #	Contract Amount	% Complete

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

**VENDOR/CONTRACTOR QUESTIONNAIRE**

(please type or print neatly)

The City of Des Peres collects demographic data on contractors and vendors in order to quantitatively measure its marketing efforts to identify and attract bids from minority and women-owned business enterprises.

The information you provide is used for statistical purposes only. It will not be used as a basis for the award of contracts or purchase orders.

- 1) Contractor/vendor name \_\_\_\_\_
- 2) Contract name or bid number \_\_\_\_\_
- 3) Choose the category below which best describes your business:

Abbreviations*	mbe	minority-owned business enterprise
	wbe	woman-owned business enterprise

- mbe
- wbe
- both of the above
- none of the above

- 4) If a mbe or wbe please indicate below those listing services with whom you are certified.

<u>Certifying Organization</u>	<u>Certification Number</u>
<input type="radio"/> St. Louis Minority Business Council	_____
<input type="radio"/> State of Missouri	_____
<input type="radio"/> Bi-State Development Agency	_____
<input type="radio"/> City of St. Louis	_____
<input type="radio"/> St. Louis Women's Yellow Pages	_____
<input type="radio"/> Other(s) _____	_____
_____	_____

- 5. \_\_\_\_\_
- |           |      |
|-----------|------|
| Signature | Date |
|-----------|------|

\*The business is at least 51 percent beneficially owned, operated and controlled by ethnic-minorities or women who are U.S. citizens. Beneficial ownership and control shall be indicated by at least the following, where applicable to the particular form of business organization: ownership of at least 51 percent of each class of stock; unrestricted voting rights; right to receive profits and all other benefits attached to ownership.

**INSTRUCTIONS FOR EXECUTING CONTRACT**

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ secretary of the corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

**CITY-CONTRACTOR AGREEMENT**

This Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Des Peres, Missouri (hereinafter the "City") and \_\_\_\_\_, a Corporation with offices at \_\_\_\_\_, (hereinafter the "Contractor"). The project shall be identified as **Public Safety Roofing Project, Project No.: PS-2015-400.**

**WITNESSETH:**

The Contractor and the City for the consideration set forth herein agree as follows:

**ARTICLE I**  
**The Contract Documents**

The Contract Documents consist of the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Performance and Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully made a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement. This Contract cannot be modified except by duly authorized and executed written amendment.

**ARTICLE II**  
**Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that contractor has special skills which qualify contractor to perform the Work in accordance with the Contract and that contractor is free to perform all such Work and is not a party to any other agreement, written or

oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

### **ARTICLE III**

#### **Time of Completion**

All time limits stated in the Contract Documents are of the essence. The Work to be performed under this Contract shall commence within ten (10) days of the date of the written Notice to Proceed from the City to the Contractor and shall be completed within **Thirty (30)** consecutive calendar days from and including the date of said written Notice to Proceed.

### **ARTICLE IV**

#### **The Contract Sum and Payments**

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Contractor for the performance of the Work, the sum of \_\_\_\_\_ (the "Contract Sum") as follows:

(a) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

(b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum; and

(c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.

(d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.

(e) Estimates of work performed and materials delivered shall be finally determined by the City.

(f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.

(g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

## ARTICLE V

### Performance of the Work

(a) Within fourteen (14) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval (1) a **Construction Schedule** for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis and (2) a **Contractor's Roof Safety Plan** indicating locations of egress/ingress to the roof during construction, flagging required by OSHA, signage noting hazards and other requirements from the City of Des Peres Public Works Department. No work will commence until the Contractor's Schedule and Roof Safety Plan is submitted and approved by the City.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of **\$500.00** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the

City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

## **ARTICLE VI**

### **Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of



completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

(a) The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the General Conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion

date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

## **ARTICLE VIII**

### **Termination**

(a) If the Contractor is adjudged insolvent or bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly

(i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor. In the event of termination, under this paragraph (b) the Contract Sum shall be reduced by the percentage of work not completed on the date of termination.

## **ARTICLE IX**

### **Contractor's Insurance**

Contractor's insurance shall be endorsed to cover the contractual liability of the Contractor under the General Conditions referring to Property Insurance.

## **ARTICLE X**

### **Indemnities**

(a) Liability: Contractor indemnifies, defends, and holds the City harmless for all third party claims or suits for libel, slander, property damage, and bodily injury, including death, because of the Contractor's negligence, general liability or product liability that arise out of the Project or anyone directly or indirectly employed by the Contractor or anyone for whose acts the City may be liable, regardless of whether caused in whole or in part by the City's negligence. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(b) Professional Liability: Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(c) Other Indemnities: Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for fines, penalties, liquidated damages or any other damages of whatsoever nature to the extent caused by the negligence or wrongdoing of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. These obligations include all judgments or awards recovered from the claims or suits, including courts costs and attorney fees.

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

## **ARTICLE XI**

### **Insurance**

(a) Except to the extent set forth in Section (b) of this Article, the Contractor will purchase and maintain the following insurance to cover its operations under this Agreement without limiting the liability of the Contractor under this Agreement. This insurance will be provided by insurance companies acceptable to the City and licensed to do business in each jurisdiction where the Work is performed.

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$2,700,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$2,000,000 for each accident.

3. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

General Aggregate	\$2,700,000.00
Products/completed operations aggregate	\$2,700,000.00
Personal and advertising injury	\$2,700,000.00
Each occurrence	\$2,700,000.00
Fire damage legal liability	\$2,700,000.00
Medical expenses	\$ 5,000.00

4. Professional Liability Insurance with minimum limits of liability of \$2,700,000.00 each claim, \$2,600,000.00 aggregate.

5. Owner's and Contractor's Protective Liability Policy, including Death \$2,700,000.00 each occurrence; Property Damage \$2,700,000.00 each occurrence, \$2,700,000.00 aggregate.

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of § 434.100.2(8) R.S.Mo. The parties further acknowledge

that the cost of these insurance coverages is included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City. The Contractor's Workers' Compensation and Employer's Liability policy will include the Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.

(d) Contractor waives any rights of subrogation under its Professional Liability Insurance policy for the City's benefit and is doing so before commencing any of the Work.

(e) Contractor will furnish an insurance certificate to Owner evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-days written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

**ARTICLE XII**

**The Work**

The Scope of Work includes the removal and disposal of the existing shingles and roofing matter, followed by the replacement of all asphalt shingles, roofing tar paper, membranes, metal flashings, and ridge vent. All work will take place at the Des Peres Public Safety Building, located at 1000 N. Ballas Road.

**ARTICLE XIII**

**Notices**

Any notice hereunder shall be personally delivered or mailed, postage prepaid, by certified mail, return receipt requested addressed to:

City of Des Peres  
12325 Manchester Road  
Des Peres, MO 63131  
Attention: Public Works Department

or to Contractor at:

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\* In making out this form the proper name and title should be used. For example, if the Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF DES PERES

By: \_\_\_\_\_  
City Administrator

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

(SEAL)

Attest:

DATE: \_\_\_\_\_



**FORM OF CONTRACT PERFORMANCE - PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal of \_\_\_\_\_, State of \_\_\_\_\_ and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Des Peres, Missouri, hereinafter called the "City," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_, entered into a Contract with the City for the construction of the Work designated as \_\_\_\_\_ located at \_\_\_\_\_ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, and shall for use in the prosecution of the Work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly, (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest and best responsive, responsible bidder, arrange for a Contract between the City and such bidder, and made available as the Work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, may be brought at any time up to

one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

In the presence of : \_\_\_\_\_ (SEAL)

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ By: \_\_\_\_\_

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**GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT****ARTICLE 1****CONTRACT DOCUMENTS****1.1 DEFINITIONS**

1.1.1 The Contract Documents. The Contract Documents consists of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, Non-Collusion Affidavit, the Performance and Payment Bond, the Drawings, the Technical Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice from the City notifying the Contractor of the date on or before which Contractor is to begin prosecution of the work.

1.1.6 Standard Specifications: The St. Louis County Standard Specifications for Highway Construction (Jan. 1, 1997 edition).

1.1.7 Substantial Completion: The state in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so the City can reasonably occupy or utilize the Work for its intended use.

**1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed, and correlated any observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for

execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

### **1.3 COPIES FURNISHED AND OWNERSHIP**

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project.

## **ARTICLE 2**

### **CITY**

#### **2.1 DEFINITION**

2.1.1 The term City means the City or its authorized representative.

#### **2.2 CITY'S RIGHT TO STOP THE WORK**

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

#### **2.3 CITY'S RIGHT TO CARRY OUT THE WORK**

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy City may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

## **ARTICLE 3**

### **CONTRACTOR**

#### **3.1 DEFINITION**

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or Contractor's authorized representative. The Contractor shall not subcontract except in accordance with the terms of this Agreement.

## 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

## 3.3 LABOR, MATERIALS AND EQUIPMENT

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed from the Work.

3.3.3 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.3.4 The Contractor shall comply with, and is bound by, the provisions of Missouri statutes pertaining to the payment of wages on public works projects contained in sections 290.210 through 290.340 (RSMo 2000), and any amendments thereto, including, but not limited to the following:

- 1) In accordance with section 290.250, the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workers performing Work under the Agreement.
- 2) In accordance with section 290.250, the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each worker employed for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any Work done under the Agreement, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.
- 3) In accordance with section 290.265, the Contractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workers shall be employed on the Work.
- 4) Certified payrolls shall also be submitted prior to final payment for all Work completed by the Contractor or Subcontractors.
- 5) In accordance with section 290.290, before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filed therewith in proper form and order.

### **3.4 WARRANTY**

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

### **3.5 PERMITS, FEES AND NOTICES**

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

### **3.6 SUPERINTENDENT**

3.6.1 This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. This person is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

### **3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK**

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

### **3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE**

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work. The Contractor shall also maintain on the project site a survey level, legs, and rod at all times, which are deemed adequate by the project engineer.

### **3.9 CLEANING UP AND STORAGE**

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation.

However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 In conjunction with Sec. 106.5 of the Standard Specifications, the Contractor is responsible for securing his own project storage site which shall not be located on City Right-of-Way without prior written consent of the Director of Public Works. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

3.9.3 The Contractor shall make satisfactory arrangements to store material and equipment after delivery and during construction off of the City right-of-way. The City will assume no responsibility for these arrangements.

### **3.10 CASH ALLOWANCES**

3.10.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

## **ARTICLE 4**

### **SUBCONTRACTORS**

#### **4.1 DEFINITION**

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work.

4.1.2 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

#### **4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.2.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall at all times during the term of the Contract be in compliance with Sec. 108.1 of the Standard Specifications and shall not subcontract more than forty nine percent (49%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization that has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

### **4.3 SUBCONTRACTUAL RELATIONS**

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- 1) require the Work to be performed in accordance with the requirements of the Contract Documents;
- 2) require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 8 hereof;
- 3) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
- 4) waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 10 except such rights as they may have to the proceeds of such insurance held by the City as trustee;
- 5) obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and



6) require the Subcontractor (and the Sub-subcontractor's to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

#### **4.4 PAYMENTS TO SUBCONTRACTORS**

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause that is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

### **ARTICLE 5**

#### **SEPARATE CONTRACTS**

##### **5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS**

5.1.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.1.2 During construction, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the project engineer if this condition occurs. The project engineer and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area that undergoes additional excavation that is not indicated in the above scope of work and has not been approved by the project engineer prior to the excavation. All additional excavation that becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

##### **5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS**

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at Contractor's own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

### **5.3 CITY'S RIGHT TO CLEAN UP**

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.9, the City may clean up and charge the cost thereof to the several contractors.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **6.1 GOVERNING LAW**

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

#### **6.2 SUCCESSORS AND ASSIGNS**

6.2.1 This Contract shall be binding upon the successors, assigns and legal representatives of each party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

#### **6.3 RIGHTS AND REMEDIES**

6.3.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **6.4 ROYALTIES AND PATENTS**

6.4.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

## **6.5 PERFORMANCE AND PAYMENT BOND**

6.5.1 The Contractor shall furnish the performance and payment bond required in the Instructions to Bidders.

## **ARTICLE 7**

### **TIME**

#### **7.1 DEFINITIONS**

7.1.1 The Contract Time is the period of time allotted in the City-Contractor Agreement for completion of the Work. Said work shall include all punchlist items deemed necessary by the City, exclusive of MSD-generated punchlist items. The date of completion of the Contract shall be the date when all work including City punchlist items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

7.1.3. The term "day" as used in the Contract Documents shall mean calendar day.

#### **7.2 PROGRESS AND COMPLETION**

7.2.1 All time limits stated in the Contract Documents are of the essence.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

## **ARTICLE 8**

### **PAYMENTS AND COMPLETION**

#### **8.1 CONTRACT SUM**

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

#### **8.2 APPLICATION FOR PAYMENT**

8.2.1 By 12:00 P.M. on or before the twentieth day of the month, upon Substantial Completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned

upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

### **8.3. PAYMENT**

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

### **8.4 COMPLETION AND FINAL PAYMENT**

8.4.1 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.2 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if any, to final payment, (3) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City and (4) Prevailing Wage Affidavit as required by subsection 3.3.4. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.3 The acceptance of final payment shall constitute a satisfaction of all claims by the Contractor, except those previously made in writing and still unsettled.

**ARTICLE 9****PROTECTION OF PERSONS AND PROPERTY****9.1 SAFETY PRECAUTIONS AND PROGRAMS**

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

**9.2 SAFETY OF PERSONS AND PROPERTY**

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1) all employees on the Work and all other persons who may be affected thereby;
- 2) all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices that the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

## **ARTICLE 10**

### **PROPERTY INSURANCE**

#### **10.1 PROPERTY INSURANCE**

10.1.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.1.2 The Contractor shall purchase and maintain such steam, boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: "The City of Des Peres is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the City.

10.1.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

10.1.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

## **ARTICLE 11**

### **CHANGES IN THE WORK**

#### **11.1 CHANGE ORDERS**

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

## **11.2 CLAIMS FOR ADDITIONAL COST**

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

## **11.3 MINOR CHANGES IN THE WORK**

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

# **ARTICLE 12**

## **UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

### **12.2 CORRECTION OF WORK**

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of Substantial Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All defective or non-conforming Work shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

### **12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

12.3.1 If the City prefers to accept defective or non-conforming Work, City may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC**

13.1.1 The Contractor's Work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions. The Contractor shall construct and maintain in a safe condition temporary pavements and connections for local traffic.

13.1.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the Work. At all times until final acceptance of the Work, the Contractor shall provide and maintain such signs, lights, watchmen and barriers, in addition to the temporary guardrail, as may be necessary to properly protect the Work and provide for safe and convenient public travel.

13.1.3 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the work and the public and all labor, equipment and material necessary to accomplish this task shall be considered incidental

#### **13.2 ACCESS**

13.2.1 Areas of intersections and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.

13.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of concrete. All concrete, including curbs, sidewalks and driveway pavements, shall be formed and poured within a two calendar day period for each and every driveway. Excavation for this work shall be accomplished a maximum of one calendar day prior to forming, however, access shall be



provided immediately after excavation. At the end of the curing period, access shall be immediately supplied using asphalt or compacted aggregate. The first lift of all asphalt drives shall be completed and paved within fourteen (14) calendar days of their excavation.

13.2.3 All temporary materials used for access will be the responsibility of the Contractor and shall be included in the unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

13.2.4 If access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

13.2.5 In the event any part of the Work to be performed hereunder shall require the Contractor or his Subcontractors to enter, cross or work upon or beneath the right-of-way or other property of a railroad, the Contractor shall comply with the related requirements for such Work as are set out in the Contract Documents.

### **13.3 [Intentionally Left Blank]**

### **13.4 OVERTIME**

13.4.1 In order to provide sufficient control of work, the Contractor shall be required to inform the City of scheduled overtime work, including work on Saturdays, Sundays and City holidays at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

### **13.5 CITY HOLIDAYS**

13.5.1 There are nine (9) city holidays. They are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

### **13.6 [Intentionally Left Blank]**

### **13.7 INTERFERENCE WITH EXISTING WATER SERVICES AND MAINS**

13.7.1 The Contractor shall minimize the outage of water service to residents. The cutting off of water service shall be only with the consent of the City. The Contractor shall notify the City and have their approval prior to commencing work on each water main or connection item.

13.7.2 The Contractor shall conduct his work in such a manner as not to endanger existing water mains, services or appurtenances. Mains and services shall be adequately supported where they cross or are adjacent to the excavation. The Contractor shall bear the cost of all repairs to water mains or appurtenances damaged because of contractor's own carelessness or neglect.

### **13.8 INTERRUPTION OF WATER SERVICE**

13.8.1 When it becomes necessary to shut down any existing water main, a representative of the City shall be notified to be present during this operation. The total time for the main to be shut down should be held to a minimum and in no case shall any customer be without water service for more than eight (8) hours. The Contractor shall notify each water customer whose water service will be interrupted at least one hour prior to shutdown. The Contractor shall assume full responsibility for shutting down the main and notifying the customers.

### **13.9 PRECONSTRUCTION CONFERENCE**

13.9.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the City, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

### **13.10 SEQUENCE OF WORK**

13.10.1 A schedule of the Contractor's work shall be submitted to the City for approval with a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.10.2 The City shall have the right to specify the order of construction as deemed necessary.

### **13.11 CONSTRUCTION LIMITS**

13.11.1 The construction limits consist of the public street rights-of-way and acquired easement areas. The Contractor shall limit operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

### **13.12 ALTERED QUANTITIES**

13.12.1 In accordance with Section 109.3 of the Standard Specifications, the City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the itemized Bid.

13.12.2 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment that was not used.

### **13.13 MEASUREMENT OF WEIGHED QUANTITIES**

13.13.1 The Contractor's attention is directed to the fact that the City requires that all weight certificates be signed by a bonded Weighmaster. The Contractor must furnish the City's inspector on the job site with original weight certificates signed by a bonded Weighmaster for all

materials supplied by the Contractor that are incorporated into his improvement, which payment therefore is based on weight.

### **13.14 ADDITIONS TO CONTRACT**

13.14.1 Unit prices in this Agreement may be used to negotiate a Change Order for additional work involving similar projects.

### **13.15 PURCHASE OF MATERIALS AND EQUIPMENT**

13.15.1 Sales to contractors who purchase construction materials and supplies to fulfill contracts for the City are not subject to sales tax. The City may monitor all supplies purchased, used, and consumed in fulfilling the project.

13.15.2 Contractors will be give a project exemption certificate.

13.15.3 Contractors must provide a copy of the City's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the project.

13.15.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

13.15.5 Suppliers shall render to the contractor invoices bearing the name of the City and the project identification number. These invoices must be retained by the purchasing contractor for a period of five (5) years.

13.15.6 Contractors must file a sales tax return for all excess re-saleable materials and supplies that are not returned to the supplier. This return must be filed and paid not later than the due date of the contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

13.15.7 An exempt organization that fails to revise the project exemption certificate expiration date as necessary to complete any work required by the contract will be liable for any sales tax due as determined by an audit of the contractor.

### **13.16 TESTING**

13.16.1 Materials Testing and Inspection Service: City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor to coordinate all work.

13.16.2 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

13.16.3 The City will provide any special inspection and testing services to verify the Work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate location or frequency. The Contractor will be required to notify the City forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the

performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and re-testing and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

### **13.17 [Intentionally Left Blank]**

### **13.18 CONTROL OF MATERIAL**

13.18.1 All tickets will be collected to verify the quantity of each item in their original form only. Photocopies or facsimiles will not be accepted. All tickets shall be submitted on the day of delivery, either to the City personnel or the Public Works office or they will not be accepted for payment.

13.18.2 Contractors and subcontractors will be required to produce letters of certification or certified test reports from material producers and suppliers in order to determine compliance with specifications for designated materials prior to the incorporation thereof into the work.

13.18.3 The City will determine which materials are to be tested. The form and content of these test reports shall be in accordance with recognized standards and practices for this work or as otherwise determined by the City.

13.18.4 No direct payment will be made for this work.

### **13.19 MEASUREMENT OF QUANTITIES**

13.19.1 Unless otherwise directed within the Technical Specifications, the quantities for which payment will be made will be those shown in the Agreement for the various items, provided the Project is constructed essentially to the lines and grades shown on the plans. Contract quantities will be used for final payment except when:

- a) Errors are formed in the original computations in excess of 15% of the contract quantities.
- b) An original cross section is found to have an average deviation from the true elevation in excess of one foot.
- c) An authorized change in grade, slope or typical section is made.
- d) Unauthorized deviations decrease the quantities on the plans.

When the above conditions are encountered, the correction or revisions will be computed and added to or deducted from the contract quantity.

13.19.2 When the plans have been altered or when disagreement exists between the Contractor and the City as to the accuracy of the plan quantities of any balance, or the entire project, either party shall have the right to request a re-computation of contract quantities within any area, by hand calculation of the average-end-area method for cubic yard quantities, and standard measurement methods for other quantities, by written notice to the other party. The written notice shall contain evidence that an error exists in the original groundline elevation or in the original computations which will affect the final payment quantity in excess of 15%. When

such final measurement is required, it will be made from the latest available ground surface and the design section.

13.19.3 These specifications require that the Contractor must furnish the representative of the City, on the job site, with original weight certificates on a daily basis signed by a bonded weighmaster for all materials supplied by the Contractor that are incorporated into this work, which payment therefore is based on weight.

### **13.20 WORKMANSHIP**

13.20.1 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

13.20.2 The labor provided by the Contractor shall be directed to be of a workmanlike character with respect to the methods of construction and quality of completed work; and, shall not encumber the premises or adjacent property or streets with materials and/or equipment.

13.20.3 "Removal" shall be defined as removal and disposal off the site unless otherwise specified or directed by the engineer.

## **ARTICLE 14**

### **EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

#### **14.1 EQUAL OPPORTUNITY**

14.1.1 The contractor, with regard to the work performed by it after award and prior to completion of the Work, will not discriminate on the basis of race, age, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The contractor will comply with Title VII of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color, age, religion, sex, national origin or disability.

14.1.2 The contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

14.1.3 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, national origin or disability.

14.1.4 The contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

## **14.2 NON-DISCRIMINATION**

14.2.1 During performance of the obligations set forth in this Agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

## **14.3 GENERAL**

14.3.1 In the event that any or all of the provision(s) of the foregoing paragraphs conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

# **ARTICLE 15**

## **CONFLICTS OF INTEREST**

15.1.1 The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Des Peres having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

15.1.2 Des Peres shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Des Peres Board of Aldermen, or is employed by Des Peres in an administrative capacity (i.e., those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. Des Peres shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of Des Peres or a person employed by Des Peres in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

15.1.3 For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, step-parent and step-child.

15.1.4 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any

corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more per year therefrom.

15.1.5 In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City of Des Peres from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

## **ARTICLE 16**

### **ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT**

#### **16.1 DEFINITIONS**

16.1.1 "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

16.1.2 "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

16.1.3 "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;

16.1.4 "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

16.1.5 "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

16.1.6 "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

- 16.1.7 "Knowingly", a person acts knowingly or with knowledge,
- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
  - (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

16.1.8 "Municipality", the City of Des Peres, Missouri.

16.1.9 "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

16.1.10 "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);

16.1.11 "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

## **16.2 ILLEGAL ACTS**

16.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

16.2.2. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection 16.2.1 of this section.

16.2.3 The affidavit shall be approved as to form by the municipal attorney.

16.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 16.2.1 of this section.

16.2.5 A general contractor or subcontractor of any tier shall not be liable under subsection 16.2.1 of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 16.2.1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 16.2.1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.



16.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.

## **ARTICLE 17**

### **SAFETY PROGRAMS, COMPLIANCE AND PENALTIES**

#### **17.1 DEFINITIONS**

17.1.1 "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;

17.1.2 "Department", the Missouri department of labor and industrial relations;

17.1.3 "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;

17.1.4 "Municipality", the City of Des Peres, Missouri;

17.1.5 "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

#### **17.2 OSHA 10-HOUR TRAINING**

17.2.1 Any person signing a contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

#### **17.3 DOCUMENTATION**

17.3.1 Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under subsection 17.2.1 of this Article shall be afforded twenty days to produce such documentation before being subject to removal from the project.

#### **17.4 PENALTIES**

17.4.1 The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section. The contractor shall forfeit as a penalty to the municipality, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The municipality shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation

of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor.

### **17.5 INVESTIGATION**

17.5.1 In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Louis County.

### **17.6 ENFORCEMENT**

17.6.1 If the contractor or subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the contractor or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

## **ARTICLE 18**

### **PERIODS OF EXCESSIVE UNEMPLOYMENT**

Whenever there is a period of excessive unemployment in Missouri, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement for the municipal corporation shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement. Only such labor shall be used during such period, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. This Section shall apply to all labor on public works projects or improvements, whether skilled, semiskilled or unskilled, and whether manual or nonmanual except work done directly by any public utility company and not let to contract. As used in this Section, the following terms mean: (1) "Laborers from nonrestrictive states", persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the labor and industrial relations commission; (2) "Missouri laborer", any person who has resided in Missouri for at least thirty days and intends to become or remain a Missouri resident; (3) "A period of excessive unemployment", any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures; (4) "Public works", projects defined as public works pursuant to section 290.210 RSMo

Contractor shall execute and comply with the conditions substantially as stated in the following affidavit:

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

**CONTRACTOR’S AFFIDAVIT FOR PUBLIC CONSTRUCTION PROJECTS**

The undersigned, being duly sworn, does state and depose as follows:

1. I am the \_\_\_\_\_(title) of \_\_\_\_\_(company) which is a contractor on the \_\_\_\_\_ Project, and authorized to sign this Affidavit on the Company’s behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers’ Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors have been informed by the City of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for the County where the Project occurs.

6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

\_\_\_\_\_  
Authorized Officer of Contractor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

**SECTION 7300****TECHNICAL SPECIFICATIONS****7300.1 GENERAL**

**7300.1.1 Description:** Work generally includes the removal/disposal of all shingles and roofing matter. Includes the total replacement of all asphalt shingles, roofing tar paper, membranes, metal flashings, and ridge vent. Maintain watertight conditions over the entire roof area during the roof work. All costs included in bid.

**7300.1.2 Submittals:** Provide the following at least 14 days prior to the start of construction:

**7300.1.2.1: Product Data from manufacturer**

**7300.1.2.2: Samples:** Three sample shingle boards of each proposed color option.

**7300.1.3 Warranty:** Provide manufacturer's warranty.

**7300.2 MATERIALS**

**7300.2.1 Asphalt shingle roofing:** GAF Timberline Ultra HD

**7300.2.2 Flexible sheet membranes:** for eave protection, underlayment, and valley protection. Install at eaves and valleys. GAF Weather Watch XT

**7300.2.3 Underlayment:** Synthetic non-asphaltic sheet. GAF Deck Armor

**7300.2.4 Ridge Vents:** Plastic, formed with vent openings that do not permit direct water or weather entry: flanged to receive shingles. GAF Cobra Ridge Vent 3

**7300.2.5 Ridge Cap Shingles:** Shingles pre cut to fit over Cobra Ridge Vent. GAF Seal A Ridge IR Shingles

**7300.2.6 Nails:** Annular ribbed round wire shingle type, of hot dipped zinc coated steel, 12 gage, 0.105 inch shank diameter, 3/8 inch head diameter, 3/4 inch minimum or of sufficient length to penetrate through roof sheathing.

**7300.2.7 Plywood:** If Needed because of rot, mold, or water damage. Match or exceed existing in quality. All plywood needing replacing to be approved by owner at time of shingle removal and replacement. Price cost to replace per sheet at time of bidding. ALL Change Orders to be approved by owner.

**7300.2.8 Flashings, Metal and Rubber:**

**7300.2.8.1 Metal:** Replace step and counter with identical type and thickness.

**7300.2.8.2 Rubber:** Replace all PVC pipe collars and or other roof penetrations with identical type products.

**7300.3 EXECUTION**

**7300.4.1 Underlayment:** At roof slopes greater than 4:12: Install underlayment perpendicular to slope of roof, with edges weather lapped minimum 4 inches. Stagger end

laps of each consecutive layer. Nail in place. Weather lap minimum 4 inches over eave protection.

**7300.4.2 Penetrations:** Items projecting through or mounted on roof. Weather lap and seal watertight with plastic cement.

**7300.4.3 Valley Protection:** Install one ply of Protection Membrane, minimum 36 inches wide, centered over valleys. Install Protection Membrane per Manufacturer's instructions. Weather lap joints minimum 2" inches.

**7300.4.4 Shingles:** Install shingles per manufacturer's instructions. Fasten strip shingles using 5 annular ribbed nails per strip. Place shingles in straight coursing pattern with 5 inch weather exposure to produce double thickness over full roof area. Project first course of shingles 3/4 inch beyond fascia boards. Extend shingles 1/2 inch beyond face of gable edge fascia boards. Extend shingles on both slopes across valley in a weave pattern and fasten. Extend shingles a minimum of 12 inches beyond valley center to achieve woven valley, concealing the valley protection. Complete installation to provide weather protection. Discuss with owner any conflicts with manufacturer's instructions prior to roofing.

**END OF SECTION**

**SECTION 100****JOB SPECIAL PROVISIONS**

(Job Special Provisions shall prevail over all other contract documents whenever in conflict therewith.)

**100.1 CONTRACTOR'S WORK SCHEDULE**

**100.1.1 General:** In all cases, the contractor shall notify the Building Official, sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case shall the Contractor be permitted to begin operations without prior approval by the Building Official. The City is to be contacted at the following phone number:

City of Des Peres Public Works Department ..... (314) 835-6130

**100.1.2 Work Hours:** In accordance with city ordinance, work hours will be limited to 8AM to 6PM Monday through Friday, and 7AM-6PM Monday through Friday between Memorial Day and Labor Day.

**100.2 CLEANING UP**

**100.2.1 General:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the job site.

**100.2.2 End of Day:** At the end of each work day the Contractor shall remove all remaining waste materials and rubbish from and about the project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces (streets, sidewalks, curbs, tree boxes, private property, and cars) and leave the job site "broomclean" or its equivalent. **Failure to comply with this section will result in an immediate Stop Work order.**

**100.3 STORAGE OF EQUIPMENT**

**100.3.1 General:** Equipment and materials shall be stored at locations as directed and approved by the Building Official, or as discussed and determined at the Pre-Construction Meeting.

**100.4 CONTINUOUS OCCUPANCY**

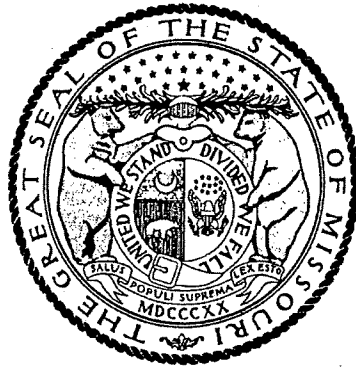
**100.4.1 General:** The Department of Public Safety will continuously occupy the facility and operate throughout the project. Every effort must be made to minimize conflict and facilitate operations in order to ensure the safety of the citizens of Des Peres.

**END OF SECTION**

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 21

Section 100

**ST. LOUIS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/14		\$38.06	55	60	\$20.71
Boilermaker	6/14		\$32.21	126	7	\$29.20
Bricklayer and Stone Mason	6/14		\$31.86	72	5	\$20.32
Carpenter	6/14		\$35.67	77	41	\$15.25
Cement Mason	6/14		\$30.20	80	6	\$16.51
Communication Technician	6/14		\$29.35	44	47	\$9.53 + 31.25%
Electrician (Inside Wireman)	6/14		\$33.15	82	71	\$10.58 + 39.5%
Electrician (Outside-Line Construction) Lineman	9/14		\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator	9/14		\$35.46	43	45	\$5.00 + 36.5%
Groundman	9/14		\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor	6/14	a	\$44.37	26	54	\$28.385
Glazier			\$32.78	87	31	\$21.13 + 13.2%
Ironworker	8/14		\$32.48	11	8	\$23.025
Laborer (Building):						
General	6/14		\$29.92	97	26	\$13.72
First Semi-Skilled	6/14		\$30.11	114	27	\$13.72
Second Semi-Skilled	6/14		\$29.92	109	3	\$13.72
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$30.33	92	26	\$14.95
Marble Mason			\$31.49	76	51	\$12.39
Marble Finisher			\$25.83	76	51	\$12.56
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/14		\$31.31	3	66	\$23.85
Group II	6/14		\$31.31	3	66	\$23.85
Group III	6/14		\$29.41	3	66	\$23.85
Group III-A	6/14		\$31.31	3	66	\$23.85
Group IV	6/14		\$25.95	3	66	\$23.85
Group V	6/14		\$25.95	3	66	\$23.85
Painter			\$29.75	104	12	\$13.51
Pile Driver			USE CARPENTER RATE			
Pipe Fitter	7/14		\$35.75	91	69	\$26.68
Plasterer	7/14		\$30.51	67	3	\$17.39
Plumber	7/14		\$35.75	91	69	\$26.68
Roofer \ Waterproofor	6/14		\$30.10	15	73	\$16.17
Sheet Metal Worker	11/14		\$38.52	32	25	\$21.58
Sprinkler Fitter - Fire Protection	1/15		\$40.88	66	18	\$21.30
Terrazzo Worker	6/14		\$32.11	116	5	\$12.77
Terrazzo Finisher			\$29.98	116	5	\$10.61
Tile Setter			\$31.49	76	51	\$12.39
Tile Finisher			\$25.83	76	51	\$12.56
Traffic Control Service Driver			\$27.35	83	17	\$9.045
Truck Driver-Teamster			\$30.41	35	36	\$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

\*\*Annual Incremental Increase





**REPLACEMENT PAGE  
ST. LOUIS COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 3:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 15:** Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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**NO. 32:** The regular working day shall consist of seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. **All work performed during regular work hours on Saturdays shall be paid at time and one-half (1-1/2).** All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 7½ hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday first 7 ½ hours of work – 1½ of base shift rate. Saturday – work after 7½ hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 35:** Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 44:** Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 66:** Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. and ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

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**NO. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

**NO. 72:** Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

**NO. 76:** Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

**NO. 77:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

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**NO. 80:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 82:** Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

**NO. 83:** Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 92:** Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

**NO. 97:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. **Shift Work:** Shifts may be established when considered necessary by the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

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**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 109:** Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

**NO. 114:** Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

**NO. 116:** Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

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**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.96 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.



**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 6:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 12:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

**NO. 17:** All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

**NO. 18:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

**NO. 25:** All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 26:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 27:** All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**NO. 36:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 41:** The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**NO. 47:** The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

**NO. 51:** All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 71:** All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

**NO. 73:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$35.67	11	7	\$15.25
Cement Mason	6/14	\$30.20	17	11	\$16.51
Electrician (Outside-Line Construction\Lineman)	9/14	\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator	9/14	\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	6/14	\$24.74	32	31	\$5.00 + 23%
Groundman	9/14	\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	6/14	\$19.60	32	31	\$5.00 + 23%
Laborer					
General Laborer	7/14	\$29.92	16	10	\$13.72
Millwright	6/14	\$35.67	11	7	\$15.25
Operating Engineer					
Group I	6/14	\$31.31	10	9	\$23.85
Group II	6/14	\$31.31	10	9	\$23.85
Group III	6/14	\$30.01	10	9	\$23.85
Group IV	6/14	\$26.55	10	9	\$23.85
Oiler-Driver	6/14	\$27.01	10	9	\$23.85
Pile Driver	6/14	\$35.67	11	7	\$15.25
Traffic Control Service Driver		\$27.35	26	25	\$9.045
Truck Driver-Teamster		\$30.41	14	8	\$10.82

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 10:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 14:** Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays.

**NO. 16:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. Shift work: Shifts may be established when considered necessary by the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

**NO. 17:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 26:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**No. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 7:** The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 8:** All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

**NO. 9:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 10:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

**NO. 11:** Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 25:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.